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**EXHIBIT 1**

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Message

**From:** [REDACTED] /O=PPFA/OU=PPSJCEX1/CN=RECIPIENTS/ [REDACTED] **DOE4005**  
**Sent:** 4/19/2010 11:56:30 AM  
**To:** Furgerson, Dorothy [Dorothy\_Furgerson@ppmarmonte.org]  
**Subject:** RE: Aborted tissue donation

Welcome back. I received a voice mail from the new contact person at ABR wanting to touch base with me, etc. I haven't returned her call yet because I'm not sure what to tell her at this point in time. I'm thinking about playing dumb about the contract termination and just see what she has to say.

[REDACTED] **DOE4005**

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**From:** Furgerson, Dorothy  
**Sent:** Monday, April 19, 2010 11:52 AM  
**To:** [REDACTED] **DOE4029**  
**Cc:** [REDACTED] **DOE4030** [REDACTED] **DOE4005**  
**Subject:** RE: Aborted tissue donation

Let's see how it works out with Stem-Ex. If we're satisfied after a month or so, we can look into ending our agreement with ABR.

Dorothy

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**From:** [REDACTED] **DOE4029**  
**Sent:** Sunday, April 18, 2010 4:39 AM  
**To:** Furgerson, Dorothy  
**Cc:** [REDACTED] **DOE4030**  
**Subject:** RE: Aborted tissue donation

Dr. Furgerson,

Will we be terminating our current contract for B Street with ABR and signing a contract with Stem-Ex? It is the desire of the staff at B Street to continue to work with Cate and her new company if possible.

Thanks,

[REDACTED] **DOE4029**

[REDACTED] **DOE4029**  
Area Services Director for North Great Valley and Northern Nevada  
201 29th Street, Suite A  
Sacramento, CA 95816  
Telephone: (916)325-1739  
Cell: [REDACTED] **REDACTED**  
Fax: (916) 446-2994  
E-Mail: [REDACTED] **DOE4029** @ppmarmonte.org

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**From:** Furgerson, Dorothy  
**Sent:** Friday, April 02, 2010 11:15 AM  
**To:**  DOE4035  DOE4037  DOE4036  DOE4031  
**Cc:**  DOE4029  DOE4032  PPMM;  DOE4003  
**Subject:** Aborted tissue donation

I just signed an agreement with Stem-Ex, a company that collects aborted tissue donations for researchers. Cate Dyer from Stem-Ex and  DOE4005 who coordinates our research, will be in contact with you about starting this program at RS, NC, and FL. The protocol for aborted tissue donation is in the Abortion section of the medical protocols. There is a CIIC that must be used (attached). Your clinic will receive \$55 per sample determined to be usable, plus \$10 if a maternal blood sample is also needed. The Stem-Ex staff member will be at your site on agreed upon AB clinic days to evaluate the specimens that patients have agreed to donate. This program is currently in place at SJ and BC (with another company).

Dorothy Furgerson, MD  
Medical Director

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## Message

**From:** [REDACTED] /O=PPFA/OU=PPSJCEX1/CN=RECIPIENTS/CN=30SHEILA]  
**Sent:** 4/20/2010 8:39:57 AM  
**To:** Furgerson, Dorothy [Dorothy\_Furgerson@ppmarmonte.org]  
**CC:** [REDACTED] @ppmarmonte.org  
**Subject:** FW: ABR contract  
**Attachments:** PPMarMomte ABR Agreement.pdf

Good morning Dorothy,

I received a call from Linda Tracy, with ABR, yesterday afternoon. She was requesting to come to Fulton today, to collect tissue. Knowing that we just signed an agreement with Stem-Ex, I asked her to forward a copy of our contract with ABR (see attached). I also told her that I could not agree to her coming in today, but I would most definitely get back to her. Would you mind providing me with some direction on how to proceed? What is our relationship with ABR? Will we have a contract with more than one agency for tissue donation?

I really enjoyed meeting with Cate Dyer from Stem-Ex. She is scheduled to conduct an overview at our staff meeting tomorrow, then begin collection on April 27<sup>th</sup>.

Thank you,

[REDACTED]

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**From:** [REDACTED] |On Behalf Of Linda Tracy  
**Sent:** Monday, April 19, 2010 4:29 PM  
**To:** [REDACTED]  
**Subject:** ABR contract

Hi, [REDACTED]

Thanks for talking with me a little this afternoon. Attached is the contract that has been in effect since 2007. It has a continuing yearly renewal as you can see in Item 6, unless either party terminates. [REDACTED] DOE4004 was instrumental in getting us set up with everyone, including the Sacramento site, so I understand how some things have changed administratively and documents get lost. We also have not been in contact with your facility in at least a year, as I mentioned, so I appreciate your courtesy.

I look forward to hearing from you again.

Thank you.

--  
Linda

Linda Tracy, RN, CTBS  
President  
Advanced Bioscience Resources, Inc.  
1516 Oak Street, #303  
Alameda, CA 94501  
PH: 510-717-8758  
Fax: 510-717-4090  
email: [ltracey@abr-inc.com](mailto:ltracey@abr-inc.com)

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# ADVANCED BIOSCIENCE RESOURCES, INC

## AGREEMENT

This agreement is made as of November 1, 2007 between Advanced Bioscience Resources, Inc. ("ABR"), a non-profit corporation organized and existing under the laws of California, and Planned Parenthood Mar Monte, a professional corporation.

WHEREAS, ABR is an organization devoted to providing services in connection with the procurement of human organs and tissues for medical research; and

WHEREAS, Planned Parenthood Mar Monte has agreed to provide services to ABR to facilitate the accomplishment of such purpose;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in 42 U.S.C.A. 274 e(c)(1) of the National Organ Transplant Act; that is, the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, organ or any subpart thereof, as derived from a fetus.
2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion.
3. Planned Parenthood Mar Monte will provide, and ABR will pay the reasonable costs for, services and facilities (hereinafter collectively "services") associated with obtaining consents and with the removal of fetal organs from POCs, and their processing, preservation, quality control, transportation, and storage; including appropriate space in which ABR employees can work, disposal services for non-used portions of cadaveric materials, and for seeking consent for donation of tissues and organs from appropriate donors, and maintaining records of such consents so that verification of consent can be supported.
4. The charge to ABR for the services specified in this Agreement in connection with each POC provided to ABR shall be fifty-five dollars (\$55.00).
5. Any information obtained from Planned Parenthood Mar Monte patients' charts shall be privileged and the contents of same shall be held so as to preserve the confidentiality of patients. ABR is not entitled to and will not receive information concerning identity of donors except as specified.
6. The term of this Agreement shall be for one (1) year, beginning from the date hereof, and terminating one (1) year thereafter, unless either of the parties hereto shall have given the other thirty (30) days' written notice of its intention to terminate this Agreement, whereupon same shall terminate thirty (30) days after date of said notice. In default of notice as aforesaid from either party hereto, this Agreement shall continue for further successive terms of one (1) year thereafter and, in default of thirty (30) days' written notice before the end of an annual term either of the parties hereto of its intention not to renew, whereupon this Agreement shall terminate at the end of said term.
7. Written notices pursuant to this Agreement shall be sent first class mail, postage prepaid, to:

Planned Parenthood Mar Monte  
1691 The Alameda  
San Jose, California 95126

Advanced Bioscience Resources, Inc.  
1516 Oak Street, Suite 303  
Alameda, California 94501

1516 Oak Street, Suite 303 / Alameda, California 94501 / (510)865-5872 Fax (510)865-4090

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8. The parties do not know how many patients will sign the consent forms in agreement to donate POC's for research and therapy, and therefore do not know how many POC's will be supplied thereunder. Planned Parenthood Mar Monte shall not be obligated to provide any minimum number of POC's; ABR shall not be obligated to take any minimum number of POCs, nor shall ABR be obligated to take all the POCs made available by Planned Parenthood Mar Monte.

9. The parties hereto hereby mutually agree to defend, protect, and save harmless each other's officers, directors, agents and/or employees or consultants from and against all expenses, liabilities, demand or claims for loss or damage to, property, or personal injury or death suffered as a result of any actions by the parties hereto in the performance of the Agreement and attributable to the fault or negligence of the parties hereto or their respective officers, directors, agents and/or employees or consultants.

10. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed in writing by the party to be charged with such waiver or modification, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

11. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to its subject matter and merges all other communication and discussion, oral or written.

12. This Agreement shall be governed by and interpreted under the laws of the State of California, excluding rules of conflicts of law and venue for any dispute arising hereunder shall be in the County of Los Angeles.

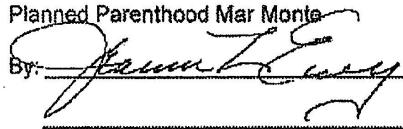
13. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs (including the reasonable fees of attorneys and other professionals) incurred in connection with such proceeding.

14. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first above written.

Planned Parenthood Mar Monte

By:



Advanced Bioscience Resources, Inc.

By:

  
Linda Tracy, RN, President, CTBS

Federal EIN: [REDACTED]  
California EIN: [REDACTED]  
FDA DHHS FEI: [REDACTED]

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Message

**From:** [REDACTED] /O=PPFA/OU=PPSJCEX1/CN=RECIPIENTS/CN=[REDACTED]  
**Sent:** 6/11/2010 12:11:59 PM  
**To:** Furgerson, Dorothy [Dorothy\_Furgerson@ppmarmonte.org]  
**Subject:** RE: Stem-Ex

Sounds good. Can I tell Cate that she can start collecting around July 15<sup>th</sup> then?

[REDACTED]

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**From:** Furgerson, Dorothy  
**Sent:** Friday, June 11, 2010 11:56 AM  
**To:** [REDACTED] DOE4005  
**Cc:** [REDACTED] DOE4030  
**Subject:** RE: Stem-Ex

I will send ABR a 30 days' written notice of termination.

---

**From:** [REDACTED] DOE4005  
**Sent:** Monday, June 07, 2010 12:07 PM  
**To:** Furgerson, Dorothy  
**Subject:** Stem-Ex

Hi Dr. Furgerson,

Cate Dyer from Stem-Ex would like to start collecting samples from [REDACTED] on Friday's. ABR has only shown up on Tuesday's, a couple of times in the last month or two. In fact, the last invoice I sent to ABR was for two samples collected in April at "B" street. I told her that it probably be a good idea to check with you first. [REDACTED] has no problem with it. Cate has already started to collect from Fresno I think but could really use Tuesday and Friday at "B" street. Her business is starting to take off which is good for her and us as well. This might be a good time to think about severing our relationship with ABR.

Thanks,

[REDACTED]

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Message

**From:** [REDACTED] /O=PPFA/OU=PPSJCEX1/CN=RECIPIENTS/CN=[REDACTED] **DOE4005**  
**Sent:** 6/8/2010 8:29:33 AM  
**To:** Furgerson, Dorothy [Dorothy\_Furgerson@ppmarmonte.org]  
**Subject:** RE: Stem-Ex

I'll get them to you today.

---

**From:** Furgerson, Dorothy  
**Sent:** Monday, June 07, 2010 4:21 PM  
**To:** [REDACTED] **DOE4005**  
**Subject:** RE: Stem-Ex

I still haven't located my file on these 2 companies. Would you please make me copies of both agreements? Thanks.

---

**From:** [REDACTED] **DOE4005**  
**Sent:** Monday, June 07, 2010 12:07 PM  
**To:** Furgerson, Dorothy  
**Subject:** Stem-Ex

Hi Dr. Furgerson,

Cate Dyer from Stem-Ex would like to start collecting samples from [REDACTED] on Friday's. ABR has only shown up on Tuesday's, a couple of times in the last month or two. In fact, the last invoice I sent to ABR was for two samples collected in April at "B" street. I told her that it probably be a good idea to check with you first. [REDACTED] has no problem with it. Cate has already started to collect from Fresno I think but could really use Tuesday and Friday at "B" street. Her business is starting to take off which is good for her and us as well. This might be a good time to think about severing our relationship with ABR.

Thanks,

[REDACTED] **DOE4005**

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Outlook E-mail

**From:** DOE1020  
**Sent:** 11/9/2010 8:54:02 AM  
**To:** Evans, Roger  
**Cc:** Nucatola, Deborah  
**Subject:** FW: Donated tissue and blood  
**Attachments:** 0745 VII-E-2 CIIC Donation of Aborted Tissue.doc

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Hi Roger, Please read the email below. Elizabeth told me that you were instrumental in writing the original consent form (attached). Do you think it would be wise (not wise) to add language suggested by aborted tissue company below.

Any comments on the requests for maternal blood? I have an email to Dr. Furgerson asking her why the maternal blood is being requested.

Thanks, DOE1020

**From:** Furgerson, Dorothy [mailto:[Dorothy.Furgerson@ppmarmonte.org](mailto:Dorothy.Furgerson@ppmarmonte.org)]

**Sent:** Friday, November 05, 2010 4:07 PM

**To:** DOE1020; Nucatola, Deborah; Morfesis, Johanna

**Subject:** Donated tissue and blood

I met with the company that we provide aborted tissue to recently. A couple things came up that I need to check with you about. They questioned whether our consent form (VII-E-2) should mention that, even though they are agreeing to donate tissue, that it may not be taken, and if taken, it may not be used. I don't think this is a big deal, but wonder what your thoughts are about that.

The other issue is that some of the researchers they provide tissue to are requesting maternal blood to accompany the tissue sample. Do we need to modify our consent to include the possibility of donating blood? They have also been approached by researchers looking for maternal blood by itself (independent of whether the woman is continuing the pregnancy or not)—I have no problem with our presenting our pregnant patients with the choice to donate some of their blood for research, but am very puzzled about how they would give consent. It would not be for a research study we were participating in, but like our aborted pregnancy tissue donation, for an 'anonymous' study. Help!

Thanks—

Dorothy

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CIIC — Donation of Aborted Pregnancy Tissue for Medical Research, Education, or Treatment  
Section VII-E-2  
Revised May 2005

(Affiliate Name, Address, and Telephone Number)

Client Information for Informed Consent

**DONATION OF ABORTED PREGNANCY TISSUE FOR MEDICAL  
RESEARCH, EDUCATION, OR TREATMENT**

Recent advances in medical science have been developed through research using tissue that has been aborted. This research is being done to treat and find a cure for such diseases as diabetes, Parkinson's disease, Alzheimer's disease, cancer, and AIDS.

Tissue can be obtained as a result of donation of pregnancy tissue after an abortion. Before you give your consent to donate pregnancy tissue, **read each of the following statements and initial the line to the right**. If there is any statement you do not understand, or if you have any questions, someone will discuss them with you.

Before this consent was ever offered to me, I had previously decided to have an abortion and signed an informed consent document. \_\_\_\_\_

I agree to donate the tissue from the abortion and/or miscarriage as a bodily gift to be used for education, research, treatment or the advancement of medical science. \_\_\_\_\_

I understand the donation is made without any restriction regarding who might receive the donated tissue or for what purpose it might be used. \_\_\_\_\_

I have not been informed of the identity of any individual who will receive the tissue that I am donating. \_\_\_\_\_

I understand the method, timing or procedure of abortion cannot and will not be substantively altered for the purpose of obtaining the tissue. \_\_\_\_\_

I understand there will be no payment to me for the donated tissue or for any product, process or service that may result from this donation. \_\_\_\_\_

I understand that I may refuse to donate pregnancy tissue, and this will not affect my current medical care or my ability to get any future medical services at \_\_\_\_\_ (affiliate name) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

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*Manual of Medical Standards and Guidelines*

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**CLIC — Donation of Aborted Pregnancy Tissue for Medical Research, Education, or Treatment**  
Section VII-E-2  
Revised May 2005

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